

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director/797-1101

PREPARED BY: Dianne M. Sarna, Secretary

SUBJECT: Interlocal Agreement

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY TO PROVIDE FOR SUPPLEMENTAL BUILDING PERMIT PLAN REVIEW AND INSPECTION SERVICES, AND PROVIDING AN EFFECTIVE DATE

REPORT IN BRIEF: The Interlocal Agreement is for inspection and plan review services on an as needed basis. The service is used only if there is an unforeseen shortage of staff or in case an emergency situation occurs. The Agreement is for a two year period.

PREVIOUS ACTIONS: An Interlocal Agreement, was approved by Council on August 1, 2001 by Resolution R 2001-208.

CONCURRENCES: N/A

0

FISCAL IMPACT:

Has request been budgeted? YES

If yes, expected cost: \$ This cost will be on an "as-needed" basis. Cost is \$42.00/per hour

Account Name: Contractual Services; 001-0423-515-0306

If no, amount needed \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Staff recommends approval of the Interlocal Agreement with Broward County Building Code Services Division, Department of Safety and Emergency Services.

Attachment(s): Resolution and Copy of Interlocal Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN INTERLCOAL AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY TO PROVIDE FOR SUPPLEMENTAL BUILDING PERMIT PLAN REVIEW AND INSPECTION SERVICES, AND PROVING AN EFFECTIVE DATE

WHEREAS, from time to time the Town may require supplemental building permit plan review and inspection services; and

WHEREAS, Broward County is certified to provide these services on a contractual basis; and

WHEREAS, it is considered in the best interest of the Town to enter into an agreement with Broward County for these services; and

WHEREAS, the Town desires to authorize the appropriate Town Officials to execute the Interlcoal Agreement between the Town of Davie and Broward County, a copy of which is attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby agree to the terms and conditions as set forth in the Agreement, a copy of which is attached as Exhibit "A".

SECTION 2. That the appropriate Town officials are hereby authorized to execute the original Agreement on behalf of the Town of Davie and acknowledging and accepting the terms and conditions as set forth.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002

Return recorded document to:
Cos Tornese, Director
Building Code Services Division
955 South Federal Highway
Fort Lauderdale, FL 33316

Document prepared by:

INTERLOCAL AGREEMENT FOR
INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND
RELATED SERVICES TO BE PERFORMED BY THE
BROWARD COUNTY BUILDING CODE SERVICES DIVISION,
DEPARTMENT OF SAFETY AND EMERGENCY SERVICES

This is an Interlocal Agreement, made and entered into by and between:
BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred
to as "COUNTY,"

AND

CITY/TOWN OF Davie, a municipal corporation existing
under the laws of the state of Florida, hereinafter referred to as "CITY/TOWN."

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes,
also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, COUNTY maintains a Department of Safety and Emergency Services
which includes a Building Code Services Division ("Building Division") that conducts plan
review, permit inspections, building official, code enforcement, and other services relating
to building; and

WHEREAS, the CITY/TOWN is desirous of procuring all or some of the Services
of COUNTY for the performance of plan examinations, inspections, Building Official or
other Services within the municipal boundaries of the CITY/TOWN; and

WHEREAS, COUNTY, through said Division, is willing to perform such Services
pursuant to the terms and conditions hereafter set forth; NOW, THEREFORE,

CAF230
04/18/02

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY/TOWN agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1. CITY/TOWN agrees to transfer to COUNTY the authority to perform the Services in accordance with the attached Schedule A or B.

1.2. COUNTY shall perform the above Services pursuant to the attached Schedule through its Building Code Services Division, or any successor division as may be designated by the County Administrator.

1.3. It is understood and agreed that COUNTY may be required to employ additional personnel to perform the Services required under this Agreement, however, CITY/TOWN shall not be responsible for any costs or expenses associated with the hiring and employment of said additional employees.

1.4. Additional Services, pursuant to the attached Schedule, such as inspection, plan review, building official functions, etc., indicated on Schedule A or B may be provided to CITY/TOWN upon written Amendment to this Agreement, as provided in Section 9.6.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

2.1 It is specifically understood and agreed that all rights and powers as may be vested in the CITY/TOWN pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of the CITY/TOWN not specifically addressed by this Agreement, shall be retained by CITY/TOWN. It is further understood and agreed that this Agreement is not intended to address any of the functions listed below:

- Engineering
- Water Management
- Drainage Districts
- Traffic Engineering
- Natural Resource Protection
- Health Department
- Fire Protection

2.2 In the event CITY/TOWN desires to have COUNTY provide any of the above Services, a separate agreement shall be required between CITY/TOWN and COUNTY.

ARTICLE 3 - COMPENSATION

PLEASE CHECK ONE OPTION ONLY:

OPTION A - SCHEDULE A (City/Town issues permits and retains fees. County charges hourly rate for providing services)

- 3.1 ☐ 3.1.1 COUNTY shall provide the Services set forth in Schedule "A" at the rate of Fifty Two Dollars (\$52.00) per hour for Building Official Services and Forty Two Dollars (\$42.00) per each staff hour for all other Services.

If warranted, the amounts set forth above shall be adjusted annually by an amount not to exceed five percent (5%) based on program costs. No later than May 1st of each year, COUNTY shall provide CITY/TOWN with notice of anticipated increases, if any. Any increases shall take effect on October 1st following the May 1st notification.

3.1.2 COUNTY shall invoice CITY/TOWN on a monthly basis for actual Services provided to CITY/TOWN by COUNTY during the preceding month. CITY/TOWN shall reimburse COUNTY within forty-five (45) days of the date of the invoice. CITY/TOWN shall be invoiced for fractional portions of an hour in half hour increments to the nearest half hour at the rate set forth herein. Any sums paid to the COUNTY are non-refundable to the CITY/TOWN except as provided in Section 7, TERMINATION, wherein the CITY/TOWN would be entitled to a pro rata reimbursement in the event COUNTY terminates this Agreement.

3.1.3 COUNTY will prioritize and respond to additional services requested such as emergency, intermittent, unplanned or limited, contingent on the availability of resources.

OPTION B - SCHEDULE B (County Issues Permits and Retains Fees)

- 3.1 ☐ 3.1.1 Permits shall be issued by COUNTY in accordance with the fees charged pursuant to Chapter 40, Part VII, Broward County Administrative Code, as such fees may be amended from time to time. All fees shall be retained by COUNTY. COUNTY will provide permit issuance, permit inspections, plan review, and Building Official duties.

In addition, CITY/TOWN shall reimburse COUNTY for additional services at the hourly rate of \$42.00 per hour for Code Compliance services and/or \$14.50 per hour (4 four minimum) for COUNTY permitting clerical personnel located within CITY/TOWN offices.

If warranted, the amounts set forth above shall be adjusted annually by the an amount not to exceed five percent (5%) based on program costs. No later than May 1st of each year, COUNTY shall provide CITY/TOWN with notice of anticipated increases, if any. Any increases shall take effect on October 1st following the May 1st notification.

3.1.2 COUNTY shall invoice CITY/TOWN on a monthly basis for actual Code Compliance and/or clerical services provided to CITY/TOWN by COUNTY during the preceding month. CITY/TOWN shall reimburse COUNTY within forty-five (45) days of the date of the invoice. CITY/TOWN shall be invoiced for fractional portions of an hour in half hour increments to the nearest half hour at the rate set forth herein. Any sums paid to the COUNTY are non-refundable to the CITY/TOWN except as provided in Section 7, TERMINATION, wherein the CITY/TOWN would be entitled to a pro rata reimbursement in the event COUNTY terminates this Agreement.

3.1.3 COUNTY will prioritize and respond to additional services requested such as emergency, intermittent, unplanned or limited, contingent on the availability of resources.

ARTICLE 4 - TERM OF AGREEMENT

- 4.1 This Agreement shall be deemed to have commenced on 10/1/02, and shall continue in full force and effect until midnight, 10/1/04. This Agreement may be renewed for additional periods of two (2) years upon request of CITY/TOWN'S Manager or Administrator, or designee, and acceptance by the COUNTY Administrator.
- 4.2 This Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by the COUNTY or the CITY/TOWN is provided pursuant to Section 8, NOTICES.

ARTICLE 5 - GOVERNMENTAL IMMUNITY

CITY/TOWN is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6 - INSURANCE

COUNTY is self insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party of such termination pursuant to Section 8, NOTICES, herein.

ARTICLE 8 - NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

TO COUNTY:

Director, Broward County Building Code Services Division
955 South Federal Highway
Fort Lauderdale, Florida 33316

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

TO CITY/TOWN:

Town Of Davie
6591 Orange Drive
Davie, FL 33314

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 **ASSIGNMENT:** COUNTY shall perform the selected Services provided for in this Agreement exclusively and solely for the CITY/TOWN which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

9.2 **WAIVER:** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

9.3 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

9.4 **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9.5 **INDEPENDENT CONTRACTOR:** COUNTY is an independent contractor under this Agreement. Services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of the CITY/TOWN. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.6 **MODIFICATION:** It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments extending the term of this Agreement pursuant to Section 4.1 or adding or deleting services to the Scope of Services under Section 1 may be approved by the County Administrator.

9.7 **CHOICE OF LAW; WAIVER OF JURY TRIAL:** Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

9.8 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

9.9 RECORDING: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement Between COUNTY and CITY/TOWN for selected Services to be Performed by the Broward County Building Code Services Division on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, _____ (date) and the CITY/TOWN, signing by and through its _____, authorized to execute same by Commission action on the _____ day of _____, _____ (date).

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By _____
Chair

_____ day of _____, _____ (date)

Approved as to form
Office of County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

INTERLOCAL AGREEMENT FOR INSPECTION, PLAN REVIEW, BUILDING OFFICIAL
AND RELATED SERVICES TO BE PERFORMED BY THE BROWARD COUNTY
BUILDING CODE SERVICES DIVISION, DEPARTMENT OF SAFETY AND EMERGENCY
SERVICES

CITY/TOWN

CITY/TOWN OF _____

Attest:

By _____
Mayor-Commissioner

City/Town Clerk

____ day of _____, _____ (date)

By _____
City/Town Manager

____ day of _____, _____ (date)

APPROVED AS TO FORM:

By _____
City/Town Attorney

SCHEDULE "A"

Option 'A' (City/Town issues permits and retains fees
County charges hourly rate for services selected)

INSTRUCTIONS: (Indicate service requested by placing a service code in the boxes provided)
(Blank spaces indicates no services selected for that item)

SERVICE CODE

- 'F' full service-full time yearly availability
- 'P' partial service-intermittent, yearly availability
- *'S' substitute-other than full or partial services(vacations, sick, etc.)

'N'-approximate number of persons needed 'T'-estimated time-hours per week, month, or year

Indicate below an approximate number of personnel needed and an estimated amount of time needed.

	<u>INSPECTIONS</u>	<u>PLAN REVIEW</u>
	<u>Code</u>	<u>Code</u>
STRUCTURAL	<input type="text" value="P"/> N__unk T__30 per year	<input type="text" value="P"/> N__unk T__30 per year
PLUMBING	<input type="text" value="P"/> N__unk T__30 per year	<input type="text" value="P"/> N__unk T__30 per year
MECHANICAL	<input type="text" value="P"/> N__unk T__30 per year	<input type="text" value="P"/> N__unk T__30 per year
ELECTRICAL	<input type="text" value="P"/> N__unk T__30 per year	<input type="text" value="P"/> N__unk T__30 per year
FIRE	<input type="text"/> N__ T__ per ____	<input type="text"/> N__ T__ per ____
CHIEF INSPECTOR	<input type="text"/> N__ T__ per ____	<input type="text"/> N__ T__ per ____
BUILDING OFFICIAL SERVICES	<u>Code</u> <input type="text"/> N__ T__ per ____	

NOTE: Any service code selected for Building Official services above, City / Town appoints County pursuant to the requirements of the Florida Building Code (FBC), Broward County Amendments, Section 103.1.

CODE COMPLIANCE

FL. BUILDING CODE	<u>Code</u> <input type="text"/>	N__ T__ per ____
BUSINESS/CODE INSPECTIONS (Prerequisite for obtaining occupational license)	<input type="text"/>	N__ T__ per ____

*If 'S' is service selected, it will be predicated on available staff.

SCHEDULE "B"

OPTION "B" (*County* issues permits and retains fees)

INSTRUCTIONS: (Indicate service requested by placing code in boxes provided)
(Blank spaces indicates no services selected for that item)

SERVICE CODE

- 'F' full service-full time yearly availability
'P' partial service-intermittent, yearly availability
**S' substitute-other than full or partial services(vacations, sick, etc.)

'N'-approximate number of persons needed 'T'-estimated time-hours per week, month, year

Indicate below an approximate number of personnel needed and an estimated amount of time needed.

ADDITIONAL SERVICES

Code Compliance

CITY shall reimburse COUNTY for additional services and Code Compliance services at the hourly rate of \$42.00 per hour.

Code

Florida Building Code ☐ N____ T____

Business /Code inspections ☐ N____ T____
(Prerequisite for obtaining Occupational License)

NOTE: Chapter 162 of the Florida Statutes precludes the use of the Broward County Code Enforcement Board by a CITY/TOWN to provide for judicial action on code enforcement violations.

On-site Permitting Clerical Personnel

City shall reimburse County for permitting clerical personnel services located within the city at a rate of \$14.50 per hour (4 hour minimum). If COUNTY personnel are located within CITY offices, COUNTY shall provide CITY or CITY's Contract Provider the ability to print zoning inspections.

Days required M__T__W__Th__F__

Half day _____ Full day _____
(4 hours) (8 hours)

*If 'S' is service selected, it will be predicated on available staff.